

1 BILL NO. S-87-04-29

2 SPECIAL ORDINANCE NO. S-8987

3 AN ORDINANCE approving the Contract
4 for Water Main Extension #86-XP-7,
5 Hanauer Road, between John Dehner,
6 Inc., and the City of Fort Wayne,
7 Indiana, in connection with the
8 Board of Public Works and Safety.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
10 OF THE CITY OF FORT WAYNE, INDIANA:

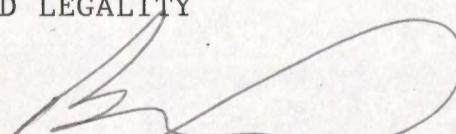
11 SECTION 1. That the Contract for Water Main Extension
12 on Hanauer Road, #86-XP-7, by and between John Dehner, Inc.,
13 and the City of Fort Wayne, Indiana, in connection with the Board
14 of Public Works and Safety, for:

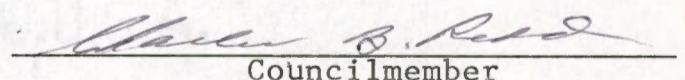
15 the installation of 5,900+ L.F.
16 of 12" Cl. 50 Ductile Iron Water
17 Main pipe as follows: On Hanauer
18 Road from Cook Road, north to Wallen
19 Road, and on Front Street, north-
20 ward 700+ L.F.;

21 the Contract price is One Hundred Seventeen Thousand Four Hundred
22 Thirty-Eight and 77/100 Dollars (\$117,438.77), all as more particular
23 set forth in said Contract, which is on file in the Office of
24 the Board of Public Works and Safety and, is by reference incorporated
25 herein, made a part hereof, and is hereby in all things ratified,
26 confirmed and approved. Two (2) copies of said Contract are
27 on file with the Office of the City Clerk and made available
28 for public inspection, according to law.

29 SECTION 2. That this Ordinance shall be in full force
30 and effect from and after its passage and any and all necessary
31 approval by the Mayor.

32 APPROVED AS TO FORM
33 AND LEGALITY


Bruce O. Boxberger, City Attorney


Charles B. Reed
Councilmember

Read the first time in full and on motion by Bredd, seconded by Gaskins, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the 19th, 1987, at o'clock A.M., E.

DATE: 4-14-87.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bredd, seconded by Gaskins, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>9</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GiaQUINTA</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE: 4-28-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 189-87 on the 28th day of April, 1987.

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of April, 1987, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of May, 1987, at the hour of 4:00 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY
Invitation For Bids/Award of Contract*

Page 1 of _____

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: WATER MAIN EXTENSION ON HANAUER ROAD CONTRACT #: 86-XP-7

RESOLUTION # -----

CONTENTS

Check if Contained Pages

<input checked="" type="checkbox"/>	1	Cover Sheet
<input checked="" type="checkbox"/>	11 - 19	Instruction to Bidders
<input checked="" type="checkbox"/>	S1	Schedule
<input checked="" type="checkbox"/>	S2-3	Schedule of Items
<input checked="" type="checkbox"/>	GP1-GP7	General Provisions
		Special Conditions
<input checked="" type="checkbox"/>		Plans and Specifications
<input checked="" type="checkbox"/>		Drawings
<input checked="" type="checkbox"/>	S4	NOTES 1 AND 2
<input checked="" type="checkbox"/>	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHMENTS

<input checked="" type="checkbox"/>	Anti-Apartheid Ordinance
<input checked="" type="checkbox"/>	Non-Collusion Affidavit
<input checked="" type="checkbox"/>	Bidder's Bond
<input checked="" type="checkbox"/>	Performance and Guaranty Bond
<input checked="" type="checkbox"/>	State Board of Accounts Form 96A
<input checked="" type="checkbox"/>	Certificate in Lieu of Form 96A
<input checked="" type="checkbox"/>	Prevailing Wage Scale - State of Indiana
<input checked="" type="checkbox"/>	Payment Bond
<input checked="" type="checkbox"/>	Warranty Bond
<input checked="" type="checkbox"/>	CERTIFICATION OF BIDDER/VENDOR (Anti-Apartheid Ord.)
<input checked="" type="checkbox"/>	CERTIFICATION OF NON-SEGREGATED FACILITIES

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days \$	20 Calendar Days \$	30 Calendar Days \$	Other \$
Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

* * * * *

BID SUBMITTED

JOHN DEHNER, INC.

CONTRACTOR

BY: Gregory Dehner
ITS: Gregory Dehner
Vice-President

OFFER
DATE: March 25, 1987

BIDDER AGREES TO KEEP BID OPEN FOR
ACCEPTANCE FOR 90 days
unless otherwise specified)

COMPLIANCE: John Dehner J. Adams
O.C. 6/86

B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

Carl R. Miller
John Conner
John Conner

CITY OF FORT WAYNE
MAYOR
John Conner

AWARD DATE: 4-1-87

4-1-87
DATE

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. N/A The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

B. N/A The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____ & participation (employees) _____ & participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____ %. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

1. Copeland Trucking Co. Ft. Wayne, In.	Trucking
2.	
3.	

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

1. Statewide Trucking Co. Ft. Wayne, In.	Hauling
2.	
3.	

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor JOHN DEHNER, INC.

Contractor _____

By Gregory Dehner

By _____

Gregory Dehner

Vice-President

Its _____

Its _____

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor JOHN DEHNER, INC.

By Gregory Dehner

Its Vice President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the _____ day of _____, 19____, commencing at _____ o'clock _____.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

WATER MAIN EXTENSION ON HANAUER ROAD - WATER CONTRACT NO. 86-XP-7

For the furnishing of all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install 5,900± L.F. of 12" Cl. 50 Ductile Iron Water Main pipe as follows: On Hanauer Road, from Cook Road, north to Wallen Road; and, on Front Street, northward 700± L.F.

All work will be performed in accordance with: ~~MANUFACTURER/CONTRACT~~ 86-XP-7, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 117,438.77. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 90 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ _____ per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

CITY OF FORT WAYNE, INDIANA
IMPROVEMENT TO FORT WAYNE WATER UTILITY
SCHEDULE OF UNIT PRICES

HANAUER ROAD WATER MAIN EXTENSION
WATER CONTRACT NO. 86-XP-7

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	5,900± L. F.	12" CL. 50 D.I. WATER MAIN	16.15	95,285.00
2.	20± L. F.	8" CL. 50 D. I. WATER MAIN	10.90	218.00
3.	2 EA.	TYPE I FIRE HYDRANT ASSEMBLY (ON 12")	1,472.25	2,944.50
4.	1 EA.	TYPE III FIRE HYDRANT ASSEMBLY (ON 12")	1,596.48	1,596.48
5.	1 EA.	TYPE V FIRE HYDRANT ASSEMBLY (HYDRANT ONLY)	855.30	855.30
6.	4 EA.	12" x 45° M.J. ELL (RESTRAINED)	147.78	591.12
7.	2 EA.	12" x 12" x 12" M.J. (RESTRAINED)	242.63	485.26
8.	1 EA.	12" x 12" x 8" M.J. TEE (RESTRAINED)	226.58	226.58
9.	1 EA.	12" x 8" M.J. REDUCER (RESTRAINED)	138.02	138.02
10.	1 EA.	12" x 6" M.J. REDUCER (RESTRAINED)	119.08	119.08
11.	6 EA.	12" GATE VALVE W/BOX	846.76	5,080.56
12.	2 EA.	8" GATE VALVE W/BOX	559.76	1,119.52
13.	15± S. Y.	REVETMENT RIP RAP	9.49	142.35
14.	100± L. F.	ASPHALT SURFACE RESTORATION	24.03	2,403.00
15.	600± L. F.	STONE SURFACE RESTORATION	9.51	5,706.00
16.	600± L. F.	GRASS AREA RESTORATION	0.88	528.00
				\$ 117,438.77

TOTAL BID

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bids:

Enclosed herewith, find Cashier's or Certified Check for \$ _____
being _____% of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds of which, are to remain the absolute property of said
City, if _____

BIDDER

shall not within _____ days after Notice of Acceptance of the within
bid, enter into a written Contract, and secure said contract by a bond,
for the full amount of the Contract to the approval of the proper
officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%)
per cent of maximum bid herein, subject to the approval of the Board of
Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award
JOHN DEHNER, INC.

the Contract for said work, and, if JOHN DEHNER, INC.

shall enter into a Contract and furnish a 100% Performance Bond,
as required, within ten (10) days from the date, he/she/it is
notified of the acceptance of his/her/its bid, then the obligation
of said bond shall be null and void; otherwise, to remain in full
force and effect.

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID
BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That, we, JOHN DEHNER, INC. as principal, and

UNITED STATES FIDELITY AND GUARANTY COMPANY

and

as sureties, are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of TEN PERCENT OF THE TOTAL PROJECT BID

DOLLARS (\$ 10% of Bid), to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

SIGNED AND SEALED at Fort Wayne, Indiana, this 25th day of

March, 1987.

The condition of this obligation is such that if the accompanying bid or proposal of JOHN DEHNER, INC.

made this day to the City of Fort Wayne, State of Indiana, is accepted, and, the Contract awarded to the above bidder, and, the bidder shall, within ten (10) days after such award is made, enter into a Contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and, give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at Fort Wayne, Indiana

this 25th day of March, 1987.

JOHN DEHNER, INC.

Gregory Dehner
PRINCIPAL

Gregory Dehner - Vice-President

UNITED STATES FIDELITY AND GUARANTY CO.

John T. Kehl
SURETY
Attorney-in-fact

*If signed by an agent, appropriate Power of Attorney shall be attached.

In submitting this bid, it is understood, that the right is reserved by the Owner to reject any and all bids, and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____ 19____.

FIRM NAME _____

BY: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary, and, affixed its corporate seal this 25th day of March, 1987.

JOHN DEHNER, INC.

NAME OF CORPORATION _____

BY: Gregory Dehner _____

VICE-PRESIDENT Gregory Dehner



ATTEST:

Edward L. Dehner
Secretary - Edward L. Dehner



NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers ~~XX and~~

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or, has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

Gregory Dehner

Subscribed and sworn to before me by Gregory Dehner, Vice-President of John Dehner, Inc.
this 25th day of March, 1987.

My Commission Expires:

September 8, 1987

Richard E. Ensley
Richard E. Ensley
NOTARY PUBLIC
Resident of Allen County, IN

Subscribed and sworn to before me by _____

this _____ of _____, 19 ____.

My Commission Expires:

NOTARY PUBLIC
Resident of _____ County, IN

Subscribed and sworn to before me by _____

this _____ day of _____, 19 ____.

My Commission Expires:

NOTARY PUBLIC
Resident of _____ County, IN

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 97796

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~is done~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By W. Bradley Wallace
Vice-President.

(SEAL)

(Signed) John A. Umberger
Assistant Secretary.

STATE OF MARYLAND. } ss:
BALTIMORE CITY.

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986...

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND } Sct.
BALTIMORE CITY.

I, Saundra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Saundra E. Banks
Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorney-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

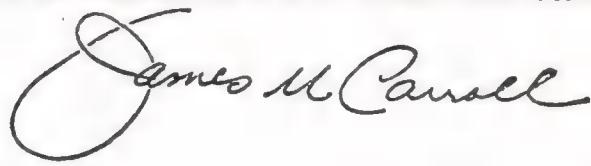
I, James M. Carroll, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

3/25/87 (Date)



Assistant Secretary.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Gregory Dehner, the JOHN DEHNER, INC.
Name Vice-President, the Position Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 31st day of December, 1986, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and,
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED March 25, 1987

Signature 
Gregory Dehner
Vice-President

SUBSCRIBED AND SWEARN to before me, a Notary Public, in and for said County and State, this 25th day of March, 1987.

Richard E. Ensley
Richard E. Ensley
NOTARY PUBLIC
Resident of Allen County, IN

My Commission Expires:

September 8, 1987

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of JOHN DEHNER, INC.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of JOHN DEHNER, INC.
_____, that JOHN DEHNER, INC.

does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 25th day of March, 1987.

JOHN DEHNER, INC.
(Name of Bidder/Vendor)

Gregory Dehner
(Name and Title of Person Signing)
Gregory Dehner - Vice-President

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his/her bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated of habit, local custom, or otherwise. The bidders agree that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: March 25, 19 87

JOHN DEHNER, INC.

(Name of Bidder)

By: Gregory Dehner

Gregory Dehner

Title: Vice-President

Official Address (including ZIP code) : P. O. Box 11246, 1206 Clark Street

Fort Wayne, Indiana 46857

It is the policy of JOHN DEHNER, INC. that equal
(Company)
employment opportunity be afforded to all qualified persons
without regard to race, religion, color, sex or national
origin.

In support of this policy JOHN DEHNER, INC. will not
(Company)
discriminate against any employee or applicant for employment
because of race, religion, color, sex or national origin.

The JOHN DEHNER, INC. will take affirmative action
(Company)
to insure that applicants are employed and that employees are
treated during employment without regard to their race,
religion, color, sex or national origin. Such action will
include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT,
HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION
FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER
FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

JOHN DEHNER, INC.
(Name of Company)

Gregory Dehner
(Signature of
Company Official)

Gregory Dehner - Vice-President

March 25, 1987
(Date)

7568

Admn. Appr.

TITLE OF ORDINANCE Contract for Water Main Extension #86-XP-7, Hanauer Road

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Water Main Extension #86-XP-7,

Hanauer Road is for the installation of 5,900+ L.F. of 12" Cl. 50

Ductile Iron Water Main pipe as follows: On Hanauer Road from

Cook Road, north to Wallen Road, and on Front Street, northward

700+ L.F. John Dehner, Inc. is the Contractor.

J-87-04-29

EFFECT OF PASSAGE Improved water conditions on Hanauer Road.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$117,438.77

ASSIGNED TO COMMITTEE

BILL NO. S-87-04-29

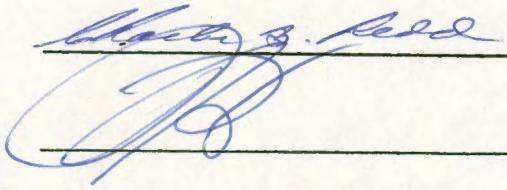
REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract for
Water Main Extension #86-XP-7, Hanauer Road, between John Dehner, Inc.,
and the City of Fort Wayne, Indiana, in connection with the Board
of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

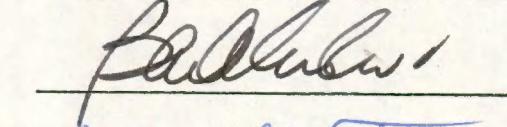
YES

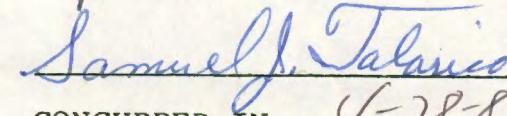
NO


CHARLES B. REDD
CHAIRMAN


PAUL M. BURNS
VICE CHAIRMAN


THOMAS C. HENRY


BEN A. EISBART


SAMUEL J. TALARICO

CONCURRED IN 4-28-87

SANDRA E. KENNEDY
CITY CLERK